

REMARKS

The enclosed is responsive to the Office Action mailed on December 16, 2004. At the time the Office Action was mailed claims 1-34 were pending. By way of the present response the Applicants have: 1) amended claims 1, 3, and 26; 2) added no new claims; and 3) canceled claims 2 and 27. As such, claims 1, 3-26, and 28-34 are now pending. The Applicants respectfully request reconsideration of the present application and the allowance of all claims.

The Office Action rejected claims 1-30 and 33-34 under 35 USC 103(a) as being unpatentable over Ginter et al., US Patent No. 5,892,900 (hereinafter "Ginter") in view of Shah-Nazaroff et al., US Patent No. 6,157,377 (hereinafter "Shah-Nazaroff"). The Office Action rejected claims 31-32 under 35 USC 103(a) as being unpatentable over Ginter et al., US Patent No. 5,892,900 (hereinafter "Ginter") in view of Shah-Nazaroff et al., US Patent No. 6,157,377 (hereinafter "Shah-Nazaroff") and further in view of Kitsukawa et al., US Patent No. 6,282,713 (hereinafter "Kitsukawa").

In the previous Office Action, Col. 316, lines 6-34 (part of the discussion for Fig. 78) was cited as giving support for Ginter "permitting the enhanced content programming to be provided to the receiver in response to the user request if the content provider is authorized by said user profile, wherein said permitting step is performed by said third party." Applicants will now respectfully give what our interpretation of Ginter with respect to this section. In the section, Ginter describes a user selecting a VDE content from the VDE repository and the VDE repository the referring to "information stored in the content catalog, the end user's account profile, and/or the author's account profile to determine the precise nature of the container format and/or control information that may be required to create a VDE container." (See Col. 316, lines 6-15.) Here, Ginter's repository/rights distributor is simply determining how to make a container for the user.

Next, the shipping system of the repository further determines “any characteristics of the author’s and/or end user’s account profiles that may influence either the transaction(s) associated with delivering the content to the end user or with whether the transaction may be processed. If the transaction is authorized, and all elements necessary for the container are available” then a container is made and passed to the end user. (See Col. 316, lines 15-34.) Here, Ginter is checking the author’s profile against the user’s profile to see what characteristics of either profile may affect the creation and delivery of the container (for example, does the user have enough money in his account, who should the transaction be reported to, etc.)— this is what is meant by if the transaction is authorized. The user is provided with information regarding the author’s requirements before the user makes a selection regarding the content. (See Col. 315, beginning at line 59 through Col. 315, line 5.). Ginter is not making a determination if the author is authorized by the user’s profile.

Additionally, the combination does not teach “providing alternative enhanced content programming from a second content provider that is authorized by said user profile if the first content provider is unauthorized, wherein said providing step is performed by said third party.”

Ginter discloses a system for secure transaction management and electronic rights protection. Ginter, in the sections cited by the Office Action, simply provides VDE containers based on authorized user requests. (See Fig. 2, 2A, 77, 78, and associated text.) The user can see what VDE containers are available to choose from. VDE containers in Ginter may only be created if “the content [VDE container] was produced within the boundaries of any content and/or control information requirements of the repository...” (See, Col. 311, lines 44-51.) The user may only see VDE containers (content provider’s content) if these containers met prior approval of the

repository/content distributor. Therefore in Ginter, all content that a user can have access to must be pre-authorized by the distributor.

Shah-Nazaroff discloses a method and apparatus for purchasing media features for programming transmissions. A selection is sent to a server system to buy an upgraded media feature for a programming transmission. (Abstract.) For example, a user may purchase different audio upgrades for a movie.

The combination of Ginter and Shah-Nazaroff would teach a system in which a user may choose between upgraded media features of the same content (content A) supplied by the same content provider (content provider A). For example, a user may choose between different versions of audio for the same movie. This is not what Applicants are claiming. Applicants are claiming providing to the user content from a different provider if the first is not authorized by the user's profile.

At least for these reasons Applicants' claim 1, and all claims dependent upon claim 1 (claims 4), are in condition for allowance.

Ginter in combination with Shah-Nazaroff does not teach or suggest at least some of the elements of claim 5. Specifically, "detecting a trigger to indicate enhanced content is available, wherein said trigger is embedded within said enhanced content programming, said detecting step performed by said third party." Ginter discloses, at least in the sections cited by the Office Action, the use of "event (triggered) based" methods. (See, Col. 42, lines 17-67 and Col. 77, lines 17-46.) However, these events simply trigger or cause another event or method to occur. Additionally, none of these events deals with determining if enhanced content programming is available. Shah-Nazaroff does not disclose detecting triggers. Accordingly, Ginter and Shah-Nazaroff in combination do not teach detecting triggers embedded within enhanced content programming.

At least for these reasons Applicants' claim 5, and all claims dependent upon claim 5 (claims 6-25), are in condition for allowance.

Ginter in combination with Shah-Nazaroff does not teach or suggest at least some of the elements of claim 26. Specifically, a "third party means for intercepting data relating to the user transaction flowing between said content provider and said receiver via said network, wherein said third party intercepting means detects triggers within said enhanced content programming. Ginter discloses, at least in the sections cited by the Office Action, the use of "event (triggered) based" methods. (See, Col. 42, lines 17-67 and Col. 77, lines 17-46.) However, these events simply trigger or cause another event or method to occur. Additionally, none of these events deals with determining if enhanced content programming is available. Shah-Nazaroff does not disclose detecting triggers. Accordingly, Ginter and Shah-Nazaroff in combination do not teach detecting triggers embedded within enhanced content programming.

At least for these reasons Applicants' claim 26, and all claims dependent upon claim 26 (claims 27-34), are in condition for allowance.

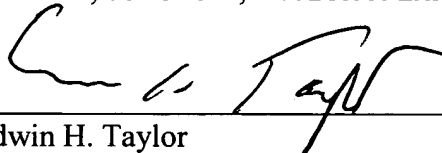
CONCLUSION

Applicant respectfully submits that all rejections have been overcome and that all pending claims are in condition for allowance.

If there are any additional charges, please charge them to our Deposit Account Number 02-2666. If a telephone conference would facilitate the prosecution of this application, the Examiner is invited to contact Ed Taylor at (408) 720-8300.

Respectfully Submitted,
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